

SUN-116

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

LIGHTING & SUPPLIES, INC.	)	
	)	
Plaintiff,	)	Civil Action No. 1:14-cv-04344 (JBW)
	)	
v.	)	
	)	
SUNLITE USA CORPORATION	)	
	)	
Defendant.	)	

**PLAINTIFF'S INITIAL DISCLOSURES**

Plaintiff Lighting & Supplies, Inc. ("Plaintiff") provides the following initial disclosures to Defendant Sunlite USA Corporation ("Defendant") pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure.

**A. Witnesses likely to Have Discoverable Information as to Disclosing Party's Claims or Defenses**

1. Mr. Morty Kohn  
President  
Lighting & Supplies, Inc.  
744 Clinton Street, Brooklyn, New York, 11232

Knowledge of Plaintiff's adoption and use of the SUNLITE trademark and instances of actual confusion by purchasers of electrical lighting goods including light bulbs.

**B. Rule 26(a)(1)(A)(ii)**

Plaintiff is presently aware of the following categories of documents and things in its possession, custody or control (or that are publicly available) that it may use to support its claims. The documents and things are primarily located at Plaintiff's offices given above. Such

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documents and things will be produced or made available for inspection to the extent that they can be located and are not subject to the attorney-client or other privilege and are subject to a Stipulated Protective Order to be entered by the Court.

- Plaintiff's product packaging materials bearing Plaintiff's SUNLITE trademark.
- Samples of Plaintiff's product catalog listing and illustrating Plaintiff's SUNLITE products.

**C. Rule 26(a)(1)(A)(iii)**

In addition to Injunctive Relief, Plaintiff will seek to recover Defendant's profits resulting from its infringing activities. Plaintiff will be unable to ascertain the amount of Defendant's profits until appropriate fact discovery is taken.

Plaintiff will seek statutory damages (15 U.S.C. § 1117(c)) as a result of Defendant's willfully infringing activities. Plaintiff will also seek to recover its costs and attorney's fees incurred in enforcing its trademark rights.

**D. Rule 26(a)(1)(A)(iv)**

Plaintiff knows of no applicable insurance agreement.

Dated: September 15, 2014

Respectfully submitted,

MALINA & ASSOCIATES, PLLC

By: 

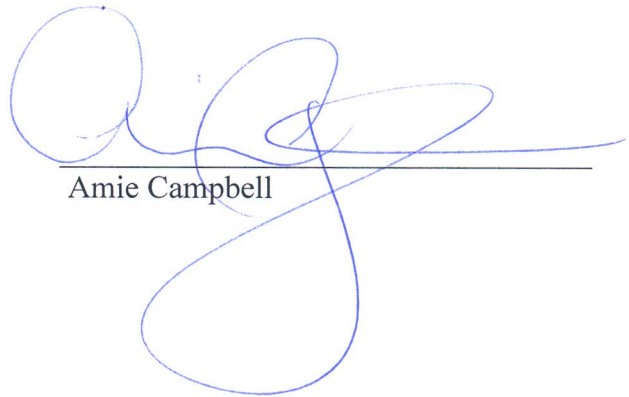
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Attorneys for Plaintiff  
Lighting & Supplies, Inc.

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**CERTIFICATE OF SERVICE**

I hereby certify that I caused to be served via email on September 15, 2014 a copy of the foregoing PLAINTIFF'S INITIAL DISCLOSURES upon the attorney for Defendant.

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Amie Campbell